

Memorandum



Date: October 6, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(L)(7)

Subject: Change Order No. 1 and Final for the Project Entitled Venetian Causeway Streetscape Improvements (Project No: 20100522 ESP; Contract No: 20100522), to Community Asphalt Corp.

Recommendation

The attached Change Order No. 1 and Final, for a Contract between Community Asphalt Corp. and Miami-Dade County has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval. This Change Order increases the contract amount by \$2,621,643.04, and extends the contract duration by 370 calendar days.

**CHANGE ORDER
NUMBER:** 1 and Final

Scope

PROJECT NAME: Venetian Causeway Streetscape Improvements

PROJECT NO: 20100522 ESP

CONTRACT NO: 20100522

**PROJECT
DESCRIPTION:** The work accomplished for this project consisted of, but was not limited to, furnishing all supervision, labor, required materials, equipment and tools to perform all operations necessary to provide roadway beautification enhancements and improvements to the Venetian Causeway (Causeway). The project included sidewalks, curbs and gutters, raised landscaped medians, continuous bike lanes, stormwater drainage improvements, decorative roadway lighting, decorative crosswalks, irrigation system, tree planting, pavement markings, signage, traffic signalization and gateway signs.

**PROJECT
LOCATION:** In addition, the work also included elements of the City of Miami stormwater system located along or crossing the County's right-of-way within San Marco Island.
Venetian Causeway, from Biscayne Island in the City of Miami to Belle Isle in the City of Miami Beach

**PRIMARY
COMMISSION
DISTRICT:** District 3 represented by Commissioner Audrey M. Edmonson, and District 4 represented by Commissioner Sally A. Heyman

APPROVAL PATH: Board of County Commissioners

Economic Stimulus Plan

USING Public Works and Waste Management
DEPARTMENT:

MANAGING Public Works and Waste Management
DEPARTMENT:

Fiscal Impact / Funding Source

FUNDING SOURCE: Road Impact Fees, Causeway Toll Revenues, City of Miami Beach State Grant, City of Miami contribution, Florida Department of Transportation (FDOT) funds.

CHANGE ORDER Causeway Toll Revenue
FUNDING SOURCE:

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CHANGE ORDER This Change Order increases the contract amount by \$2,621,643.04 and extends the
DESCRIPTION: contract duration by 370 calendar days, of which 229 days are compensable.

MONETARY The Causeway is a historical highway which was originally built in 1913 as a wooden
JUSTIFICATION: bridge. Since that time several reconstruction projects have been implemented including the addition of utilities. Unfortunately, records of many of these improvements do not exist, resulting in a significant amount of conflicts during the implementation of this project due to unforeseen conditions. This Change Order increases the contract amount by \$2,621,643.04 to fund unforeseen conditions, additional work requested by the County, and compensable time due to the contractor. More specifically:

- A total of \$1,289,840.17 is added for work related to unforeseen conditions. This work included the removal, hauling and disposal of a continuous reinforced concrete slab and portions of the original wood bridge which were buried, as well as several layers of asphalt which were in conflict with the proposed roadway work; the replacement of drainage structures and the installation of additional pipes and culverts as a result of conflicts with underground utilities and structures; and modifications to the proposed mast arms as a result of conflicts with underground utilities.
- A total of \$453,411.19 is added for work requested by the County. This work included the upgrade of the street lighting system of the bridges; milling and paving work to reduce trip hazards related to the ING Marathon; roadway restoration as a result of various breaks to aged and brittle water mains impacted by nearby work; additional asphalt work to improve path accessibility to the adjacent park under the Causeway's jurisdiction; and for furnishing and

installing aluminum pedestals for traffic signals as a result of updates to PWWM standards.

- A total of \$878,391.68 for 229 days of compensable time as detailed below.

**TIME
JUSTIFICATION:**

This Change Order extends the contract time by 370 calendar days of which 229 days are compensable. Additionally, 36 non-compensable days were granted through the contingency time included in the Contract, resulting in a total time extension of 406 days.

Following the commencement of construction, PWWM was notified that the ING Marathon Miami would include the Venetian Causeway as part of the course to be used by runners, as well as to provide increased access for service vehicles and the motoring public for the Miami Beach Boat Show. In an effort to provide for the safety of the runners and motorists, PWWM requested that the Contractor not perform any excavation work until after the events, which were held on January 30, 2011 and February 7-21, 2011. This delayed the Contract by 21 compensable calendar days.

Furthermore, the project's original construction schedule was established to account for a Miami-Dade County Water and Sewer Department (WASD) project to include the removal of an existing water main, and its replacement with a new water main on Biscayne Island. PWWM coordinated with the Contractor and WASD to schedule construction concurrently with WASD's project. However, there were some permitting delays and unanticipated field conditions during construction that setback WASD's construction schedule. This affected the critical path of the project, adding 115 compensable calendar days to the contract.

Additionally, during the course of construction of the storm drainage system outfalls on San Marco and Rivo Alto Islands, unforeseen existing bridge structural elements, and an existing 16" water main were found to be in conflict with the proposed outfall locations. The additional time necessary for the re-design and implementation of the work delayed the contract by 93 compensable calendar days.

Finally, non-compensable delays occurred during the implementation of the project as a result of severe weather conditions, work stoppage during the holidays, permitting coordination with municipalities (City of Miami and City of Miami Beach), and coordination with FPL for the relocation of above ground facilities. These events restricted the ability of the Contractor to work on the site during 177 non-compensable calendar days.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$7,038,107.21	\$0.00	\$ 2,198,260.15	\$9,236,367.36	\$6,613,909.87	\$2,621,643.04
CONTINGENCY:	\$703,810.72	\$0.00	\$323,745.93	\$1,027,556.65	\$1,027,556.65	\$0.00
DEDICATED:	<u>\$127,250.00</u>	<u>\$0.00</u>	<u>\$99,636.96</u>	<u>\$226,886.96</u>	<u>\$226,886.96</u>	\$0.00

TOTALS: \$7,869,167.93 \$0.00 \$2,621,643.04 \$10,490,810.97 \$7,868,353.48 \$2,621,643.04

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	365	0	370	735
CONTINGENCY:	<u>36</u>	<u>0</u>	<u>0</u>	<u>36</u>
TOTAL DURATION:	401	0	370	771

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Unforeseen Conditions	\$1,289,840.17	177
County Requested Change	\$453,411.19	
Compensable Time	\$878,391.68	229
Total	<u>\$2,261,643.04</u>	<u>406</u>

Track Record / Monitor

**PERFORMANCE
RECORD:**

PWWM has reviewed the Capital Improvements Information System (CIIS) database and found five (5) awarded construction contracts, and seven (7) contractor performance evaluations (several contracts having two evaluations on file, an interim and a project closeout) with an overall performance rating of 3.1 (satisfactory performance), out of a possible 4.0 (superior performance) rating. The CIIS, and information relevant to this contractor's performance, is available through the Internal Services Department (ISD).

The Small Business Development History of Violation's report lists no violations for this contractor. This information is available through SBD's Business Development Reports.

**PRIME
CONTRACTOR:**

Community Asphalt Corp.

**COMPANY
PRINCIPAL:**

John Morris, Jose L. Fernandez, Manuel Aguiar, Jose M. Parra, Reid M. Becker

**COMPANY
QUALIFIERS:**

Jose L. Fernandez

**COMPANY EMAIL
ADDRESS:**

maguiar@cacorp.net

**COMPANY STREET
ADDRESS:**

9675 NW 117 Avenue, Suite 108

**COMPANY CITY-
STATE-ZIP:**

Miami, Florida 33178

**YEARS IN
BUSINESS AT TIME
OF AWARD:** 35 years

**PREVIOUS
CONTRACTS WITH
COUNTY IN THE
LAST FIVE YEARS
AT TIME OF
AWARD:** According to the Firm History Report as provided by the Internal Services Department, Small Business Development Division (SBD), the Contractor has been awarded three (3) contracts totaling \$46,406,992.51.

**SUB
CONTRACTORS
AND SUPPLIERS
(SECTION 10-34
MIAMI DADE
COUNTY CODE):** I & C Earthmovers, Corp., Barreiro Construction Corporation, Signal Service Industries, Inc., Bob's Barricades, Inc.

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

<u>TYPE</u>	<u>GOAL</u>	<u>ESTIMATED VALUE</u>	<u>ACHIEVED</u>
DBE	22%	\$1,703,221.94	\$2,374,402.15
CWP	0%	N/A	N/A

This project is federally funded and included a Disadvantage Business Enterprise (DBE) participation goal of 22 percent. To date, the contractor has paid DBE subcontractor's a total of \$2,374,402.15, or 30.67 percent of the awarded contract amount.

**CONTRACT
MANAGER NAME /
PHONE / EMAIL:** Alejandro Martinez-Esteve, RA, LEED AP (305) 375-2930 alexm@miamidade.gov

**PROJECT
MANAGER NAME /
PHONE / EMAIL:** Rakeshpal Singh Gill (305) 375-2111 gill@miamidade.gov

BACKGROUND: The Causeway is a National Historical and Scenic Roadway, and is home to several unique island communities.

The Streetscape project originated over 10 years ago with a joint effort between the City of Miami and the City of Miami Beach. Residents of these communities have worked with representatives from the FDOT, the Metropolitan Planning Organization (MPO), PWWM, and County and Municipal Officials to address the need for roadway improvements along the Causeway. Subsequent discussions between the County and the cities of Miami and Miami Beach led to the creation of the Venetian Causeway Streetscape Improvements Project. This project was a joint effort between the three (3) entities to provide much needed improvements along the Causeway.

The Contract's Notice to Proceed was effective on January 10, 2011, and the contract duration was 365 calendar days. The original expiration date was January 10, 2012. A contingency time extension of 36 days was granted, bringing the revised contract expiration date to February 15, 2012. This Change Order extends the contract duration by 370 calendar days, bringing the final expiration date of this contract to March 12, 2013.


In November 2012, Community Asphalt Corp. (CAC) submitted a request for equitable adjustment, composed of 22 claims. Negotiation with CAC was lengthy in order to review all claims, settle the differences, and reach a common ground. There were multiple meetings, correspondences, and cost and estimate review efforts between PWWM and CAC to discuss all of the contested issues. Through the approval of this Change Order, CAC agrees to submit no further claims for additional time or costs, and the County agrees not to impose liquidated damages for the additional time necessary to construct the project, as stipulated in the Project's Contract Documents.

DEPARTMENT FINANCE:  6/3/15
FINANCE OFFICER: DATE:

INDEX CODE: CPEPTP40662A

BUDGET APPROVAL
FUNDS AVAILABLE:  6/16/15
OMB DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY:  6/23/15
COUNTY ATTORNEY DATE

 6/12/15
DEPUTY MAYOR DATE

CLERK DATE _____
DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(7)
10-6-15

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 AND FINAL FOR A CONTRACT BETWEEN MIAMI-DADE COUNTY AND COMMUNITY ASPHALT CORP., FOR A PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT PROJECT ENTITLED VENETIAN CAUSEWAY STREETScape IMPROVEMENTS (PROJECT NO: 20100522 ESP; CONTRACT NO: 20100522), INCREASING THE CONTRACT AMOUNT BY \$2,621,643.04 AND THE CONTRACT DURATION BY 370 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Change Order No. 1 and Final for a Contract between Miami-Dade County and Community Asphalt Corp., for a Public Works and Waste Management Department project entitled Venetian Causeway Streetscape Improvements (Project No: 20100522 ESP; Contract No: 20100522), increasing the contract amount by \$2,621,643.04 and the contract duration by 370 calendar days; and authorizes the County Mayor or County Mayor's designee to execute same.

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

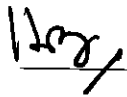
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez



MIAMI-DADE COUNTY, FLORIDA
PUBLIC WORKS AND WASTE MANAGEMENT
CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1 and Final CONTRACT NO: 20100522
PROJECT TITLE: Venetian Causeway Streetscape Improvements
TO CONTRACTOR: Community Asphalt Corp. 14005 NW 186 Street Hialeah, Florida 33018

DATE: 2/12/2015

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This Change Order increases the contract amount by \$2,621,643.04 and extends the contract duration by 370 calendar days, of which 229 days are compensable.

Monetary Justification: The Causeway is a historical highway which was originally built in 1913 as a wooden bridge. Since that time several reconstruction projects have been implemented including the addition of utilities. Unfortunately, records of many of these improvements do not exist resulting in a significant amount of conflicts during the implementation of this project due to unforeseen conditions. This Change Order increases the contract amount by \$2,621,643. (Continued below)

Time Justification: This Change Order extends the contract time by 370 calendar days of which 229 days are compensable. Additionally, 36 non-compensable days were granted through the contingency time included in the Contract, resulting in a total time extension of 406 days. Through the approval of this Change Order CAC agrees to submit no further claims for additional time or costs, and the County agrees (Continued below)

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$7,869,167.93
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$7,869,167.93
COST OF CHANGES WITH THIS DOCUMENT-----	\$2,621,643.04
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$10,490,810.97
PERCENT INCREASE WITH THIS CHANGE-----	33%
TOTAL PERCENT INCREASE TO DATE-----	33%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	365 / 0 / 370
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	36 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	771

CERTIFYING STATEMENT: The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

Organization	Name	Accepted By:	Title	Date
Community Asphalt Corp.		Manuel Aguiar, VP	Contractor	6/26/2015
Surety		Claudette Alexander Hunt, Attorney-in-Fact	Surety	6/26/2015

Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland

Title	Name	Date
Approved By: <u>County Attorney</u> (for legal sufficiency)	_____	_____
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____

Time Justification: (Continued)

to not impose liquidated damages for the additional time necessary to construct the project, as stipulated in the Project's Contract Documents.

Following the commencement of construction, PWWM was notified that the ING Marathon Miami would include the Venetian Causeway as part of the 1/2

course to be used by runners, as well as to provide increased access for service vehicles and the motoring public for the Miami Beach Boat Show. In an effort to provide for the safety of the runners and motorists, PWWM requested that the Contractor not perform any excavation work until after the events, which were held on January 30, 2011 and February 7-21, 2011. This delayed the Contract by 21 compensable calendar days.

Furthermore, the project's original construction schedule was established to account for a Miami-Dade County Water and Sewer Department (WASD) project to include the removal of an existing water main, and its replacement with a new water main on Biscayne Island. PWWM coordinated with the Contractor and WASD to schedule construction concurrently with WASD's project. However, there were some permitting delays and unanticipated field conditions during construction that setback WASD's construction schedule. This affected the critical path of the project, adding 115 compensable calendar days to the contract.

Additionally, during the course of construction of the storm drainage system outfalls on San Marco and Rivo Alto Islands, unforeseen existing bridge structural elements, and an existing 16" water main were found to be in conflict with the proposed outfall locations. The additional time necessary for the re-design and implementation of the work delayed the contract by 93 compensable calendar days.

Finally, non-compensable delays occurred during the implementation of the project as a result of severe weather conditions, work stoppage during the holidays, permitting coordination with municipalities (City of Miami and City of Miami Beach), and coordination with FPL for the relocation of above ground facilities. These events restricted the ability of the Contractor to work on the site during 177 non-compensable calendar days.

Monetary Justification: (Continued)

04 to fund unforeseen conditions, additional work requested by the County, and compensable time due to the contractor. More specifically:

- A total of \$1,289,840.17 is added for work related to unforeseen conditions. This work included the removal, hauling and disposal of a continuous reinforced concrete slab and portions of the original wood bridge which were buried; as well as several layers of asphalt which were in conflict with the proposed roadway work; the replacement of drainage structures and the installation of additional pipes and culverts as a result of conflicts with underground utilities and structures; and modifications to the proposed mast arms as a result of conflicts with underground utilities.
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- A total of \$878,391.68 for 229 days of compensable time as detailed below.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228948

Certificate No. 006332922

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Claudette Alexander Hunt, Jacqueline Jordan Hampton, and Camille M. Cruz

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of April, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 29th day of April, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, Jacqueline Jordan HAMPTON and Camille M. CRUZ, all of Miami, Florida**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of March, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Secretary
Michael McKibben*

*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 9th day of March, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and **MICHAEL MCKIBBEN**, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26 day of June, 2015.



Gerald F. Haley

Gerald F. Haley, Vice President